

*Murray Ogborn*  
[Murray.Ogborn@OMQLegal.com](mailto:Murray.Ogborn@OMQLegal.com)

September 26, 2019

**VIA HAND DELIVERY & US MAIL**

Mr. Shawn Pritchett  
Director of Finance, City of Sioux Falls  
224 West 9<sup>th</sup> Street  
Sioux Falls, SD 57104

Mr. Paul TenHaken  
Mayor, City of Sioux Falls  
224 West 9<sup>th</sup> Street  
Sioux Falls, SD 57104

Re: Claims by Larry Canfield, Paul Cink, Norman Drake and Jeffrey Lamont against the City of Sioux Falls

Dear Mayor TenHaken and Director Pritchett:

Pursuant to SDCL3-21-2, notice is hereby given to the City of Sioux Falls ("City") of claims by Jeffrey Lamont (represented by Siegel Barnett & Schutz, LLP., 415 S. Main Street 400 Capital Building, P.O. Box 490 Aberdeen, South Dakota 57402-0490) and Larry Canfield, Paul Cink, and Norman Drake (represented by Ogborn Mihm Quaintance Prof. L.L.C) (collectively the "Parties") based on rights arising from improper acts and/or omissions by the City with regard to the Completion Guarantee dated January 5, 2018 and executed by the Parties in connection with the transfer of the 100 South Mall Avenue development project (the "Project") to Village River Group, LLC ("VRG"). Because these claims may be brought against the City, SDCL 3-21-3(2) requires that this notice be sent to either of you as the Mayor and the City Finance Officer.

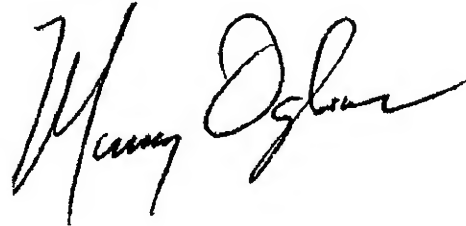
Under the Completion Guarantee, as set forth in Paragraphs 2 and 9, the four individuals on the behalves of whom this notice is given, the Parties jointly and severally agreed to guarantee the completion of the Project in accordance with the Development Agreement. As joint and several Guarantors, any or all of them possess the right to take over performances under the Development Agreement and complete the Project, as the Parties hereby give notice of their intent to so do. The Parties intend to enforce this right in court if satisfactory completion of the Project cannot be otherwise resolved.

Mr. Pritchett  
Mr. TenHaken  
September 26, 2019  
Page 2

The City's wrongful acts and/or omissions, including without limitation those relating to the Development Agreement, its termination and the City's May 14, 2019 letter to the Parties giving notice of an intent to claim damages against the Parties and acts and/or omissions by the City in reckless and negligent disregard of the rights of the Parties after termination of the Development Agreement, give rise to claims, hereby noticed, for wrongful, willful, malicious, fraudulent and/or oppressive breach of contract, civil conspiracy in doing so, violation of the Fourth, Fifth and Fourteenth Amendments to the Constitution of the United States, 42 §U.S.C. 1983 and 1985 Civil Rights violations, and tortious interference with contractual and business relations and expectancies.

Sincerely,

**OGBORN MIHM QUAINANCE**  
**Prof. L.L.C**

A handwritten signature in black ink, appearing to read "Murray Ogborn". The signature is fluid and cursive, with the first name "Murray" written in a smaller, more compact script than the last name "Ogborn".

Murray Ogborn

cc: Reed Rasmussen

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Mr. Paul TenHaken  
Mayor, City of Sioux Falls  
224 West 9<sup>th</sup> Street  
Sioux Falls, SD 57104

Re: Claims by Legacy Development & Consulting Company, LLC

Dear Mayor TenHaken and Director Pritchett:

Pursuant to SDCL3-21-2, notice is hereby given to the City of Sioux Falls ("City") of claims by Legacy Development & Consulting, LLC ("Legacy"), related to rights arising from improper acts and/or omissions by the City in conjunction with the Ground Lease dated December 29, 2017, the January 5, 2018 Assignment and Assumption Agreement, the Operation and Easement Agreement dated December 29, 2017, and the Development Agreement of December 29, 2017, executed by the Parties in connection with the transfer of the 100 South Mall Avenue development project (the "Project") to Village River Group, LLC ("VRG"). Because these claims may be brought against the City, SDCL 3-21-3(2) requires that this notice be sent to either of you as the Mayor and the City Finance Officer.

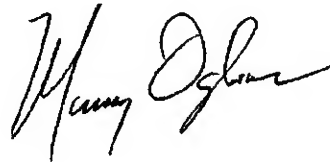
Legacy was deprived of its rights to enjoy proceeds from the Project by the acts and omissions of the City, including termination of the Ground Lease and the Development Agreement and the acts and/or omissions by the City in reckless and negligent disregard of the rights of VRG under the Development Agreement, all of which gives rise to claims, hereby noticed, for wrongful, willful, malicious, fraudulent and/or oppressive termination, civil

Mr. Pritchett  
Mr. TenHaken  
September 26, 2019  
Page 2

conspiracy in doing so, violation of the Fourth, Fifth and Fourteenth Amendments to the Constitution of the United States, 42 §U.S.C. and 1985 Civil Rights violations, and tortious interference with contractual and business relations and expectancy.

Sincerely,

**OGBORN MIHM QUAINTANCE  
Prof. L.L.C**

A handwritten signature in black ink, appearing to read "Murray Ogborn", written in a cursive style.

Murray Ogborn